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File No. A.G.N Misc/45-I

Legal **DEPARTMENT**

E **BRANCH**

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Subject: Miscellaneous Agreements

Scrutiny 7-

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File No. A G N. Misc/45-I

Std. Sectt. Slip 24-B

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Agreement for the supply and fitting of Producer Gas Plants to the Government Lease/lend trucks in the Southern Circle.

An agreement made this day of 1945 between Mr. hereinafter called the "Supplier" (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Governor of Bombay, hereinafter called "the Government" (which expression shall unless excluded by or repugnant to the context include his successors and assigns) of the other part.

WHEREAS the Supplier has offered to supply fifty Producer Gas Plants known as "B.V.P." plants described in the schedule hereunder and fit the same to the Lease/lend trucks of the Forest Department in the Southern Circle. And whereas the Government has agreed to accept the said offer upon the terms and conditions hereinafter mentioned.

Now it is hereby agreed by and between the parties hereto as follows:-

(1) The Supplier shall deposit with the Divisional Forest Officer, Belgaum, (hereinafter referred to as "the Divisional Forest Officer") a sum of Rs. and shall cause a security bond to be signed by two sureties in favour of the Divisional Forest Officer in a sum of Rs. for the due observance and performance by the Supplier of the terms and conditions contained in these presents.

(2) The Supplier shall supply 50 Producer Gas Plants known as "B.V.P." plants subject to the same being examined and passed by the P.G.P. Inspector.

(3) The price of the said B.V.P. plants shall be Rs.1,300/- each and shall be paid by the Government to the Supplier on the same being fitted to each truck ~~xxx~~ taken over by the Divisional Forest Officer and duly passed by the P.G.P. Inspector.

(4) The Supplier ~~xxx~~ shall fit up one plant to each of the trucks in such manner as shall be indicated by the Divisional Forest Officer.

(5) The Supplier shall supply and fit up at least 10 gas plants per month and shall complete the work of fitting all the plants by 30th June 1945. If the Supplier fails to supply and fit up ten gas plants a month or is in the opinion of the Divisional Forest Officer likely to fail in completing the work by the 30th June 1945 it shall be at the option of the Divisional Forest Officer to have the same done in such manner as he thinks fit at the expense and cost of the supplier.

(6) The Supplier shall whenever called upon do prompt and free servicing for a period of six months commencing from the date on which each plant is passed by the P.G.P. Inspector.

(7) The Supplier shall without any remuneratic.. give necessary training to the drivers of the said trucks in the maintenance of the plants.

(8) The Supplier shall also supply with each plant a memorandum of instructions showing the method of daily or periodical cleaning of fitters and other parts of the gas plant and periodical replacement of cotton waste, coir etc. so as to have the gas plant maintained in perfect working order.

(9) The Supplier, his servants and agents shall abstain from the following acts, that is to say:-

(a) from assigning the benefits under this contract or any portion thereof or any

share or interest therein to any person whatsoever without the previous permission in writing of the Divisional Forest Officer.

(b) from using in the manufacture of repair of the gas plants or in replacement of any parts thereof, any material which is likely to weaken the strength of the plants.

(10) The Supplier shall defray all expenses which may be incurred in connection with all duties and acts concerning the contract and shall pay any compensation payable under the Workmen's Compensation Act, 1923 (VIII of 1923), to workmen employed by him.

(11) In the event of the benefit under this contract or any portion thereof being assigned with the written permission of the Divisional Forest Officer the Supplier shall be responsible for the acts and omissions of the sub contractor and his servants or agents as if shew were the servants or agents of the Supplier

(12) The Supplier shall have no claim to payment for any work done otherwise than in accordance with the conditions of this agreement.

(13) The Supplier shall abide by the decision of the Conservator of Forest, Southern Circle in connection with any points arising out of this contract.

(14) The Supplier shall be liable to pay to the Government the value as assessed by the Divisional Forest Officer of any materials pertaining to the trucks or fitting thereof which may be lost, damaged or replaced whilst in his charge and such sum shall be recovered from him as arrear of land revenue.

(15) The Supplier shall pay all such expenses as the Divisional Forest Officer may determine to be necessary for or to have been incurred in the

execution of any work or thing to be done, which he is required to do under the terms of this agreement and which he has failed or omitted to do within the time specified and such sum shall be recovered from him as an arrear of ~~ak~~ land revenue.

(16) If in the opinion of the Conservator of Forests, Southern Circle the Supplier or any of his servants or agents has or have committed a breach of any of the conditions hereinbefore contained, it shall be lawful for the Conservator of Forest by a notice in writing to be served on the Supplier to determine this agreement without prejudice to any right of the Government in respect of antecedent breaches of contract and to retain out of the Supplier's deposit or out of any other money of the supplier in the possession of any Forest Officer or recover from the Supplier or from his sureties an amount equivalent to the amount of damages sustained by the Government by reason of the non-performance by the Supplier of this agreement:

Provided always that nothing in this clause shall affect the liability of the Supplier or of any of his servants or agents to criminal prosecution for any offence committed by him or them against any law or rules for the time being in force.

IN WITNESS WHEREOF the Supplier has hereunto set his hand and the Conservator of Forests, South Circle for and on behalf of the Governor of Bombay, has hereunto set his hand and seal of his office the day and the year first above written:-

+ 161 15

Schedule referred to above 5

* *

*Same as on the plate affixed to the plant.

As approved by the Director of Industries.

Signed and delivered by
the abovenamed Supplier.
In the presence of:-

(1)

(2)

Signed, sealed and
delivered by the
Conservator of Forests,
Southern Circle in
the presence of:-

(1)

(2)

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SECURITY-BOND.

We..... ..... hereby declare ourselves sureties for the abovenamed supplier and give the guarantee that he shall do and perform all that he has undertaken to do and perform under the agreement dated..... ..... and in case of his making default there, we hereby bind ourselves jointly and severally to pay to the Governor of Bombay, hereinafter called "Government" the sum of Rs....., or such other lesser sum as shall be deemed to be sufficient by the Divisional Forest Officer to cover any loss or damage which Government may sustain by reason of such default. And we agree that Government may, without prejudice to any other rights or remedies of Government recover from us the said sum as an arrear of land revenue.

Dated this day of 1945.

Signed by the abovenamed
sureties in the presence of:-

(1)

(2)

B

Agreement for the hire of Government Lease/Lend Trucks to contractors.

An agreement made this.....day of .....1945 between Mr..... .....(hereinafter referred to as the "Contractor" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Governor of Bombay (hereinafter called "the Government" which expression shall unless excluded by or repugnant to the context include his successors and assigns) of the other part. Where the Contractor has applied to the Government for the hire of a Lease/Lend Truck (hereinafter referred to as "the said Truck" more particularly described in the Schedule I hereunder written.

And Whereas the Government has, subject to the Lease/Lend Vehicles Control Order,1943, agreed to lend on hire the said Truck, to the Contractor on the terms and conditions hereinafter contained.

Now it is hereby agreed by and between the parties hereto as follows:-

1. The Contractor shall deposit with the Divisional Forest Officer of..... .....(hereinafter referred to as "the Divisional Forest Officer") a sum of Rs.....as security for the due performance and observance of the terms and conditions of this agreement.

2.(a) The Contractor shall perform

employ the truck on transport work not later than..... .....and shall continue to do so upto.....

(b) The Contractor shall pay hire to the Divisional Forest Officer for the whole period referred to in clause (a) except for the days on which the truck is out of order or for recognised or approved holidays or for days on which it is not used and for the days on which it is not used owing to circumstances beyond his control provided that he shall have to pay hire for a minimum period of 25 days in a month whether the truck is actually employed during that period or not.

3. The Contractor shall employ the truck on war work only for the duration of war subject to the condition that he may employ the truck on any other essential work after obtaining the written permission of the Divisional Forest Officer. The decision of the Conservator of Forests, Southern Circle as to whether a particular work is a war work or essential work shall be final and binding on the Contractor.

4. The Contractor shall employ the truck as far as practicable during the day time only subject to the condition that the actual running period in a day shall not exceed 10 hours.

5. The Contractor shall take the truck to such places in the jungles where such trucks are usually taken by other contractors in the ordinary course of their business or

upto such points as may be indicated by the Divisional Forest Officer.

6. The Contractor shall provide at his own cost petrol, oil and charcoal for running the truck and shall also provide at his own cost labour for loading and unloading material.

7. The Contractor shall not load more than 2 tons or 100 cft. of material in the truck.

8. The Contractor shall transport the materials referred to in Schedule II by such routes as are prescribed by the Divisional Forest Officer and under cover of transit passes issued by a duly authorised Forest Officer.

9. The Contractor shall maintain such records as are prescribed by the Divisional Forest Officer and produce the same for inspector and attestation at such times and at such places as the Divisional Forest Officer may direct.

10. The Contractor shall in the event of his being unable to utilize the truck for war or other essential work, give intimation to that effect to the Divisional Forest Officer 10 days in advance and thereafter return the truck to Government in proper working order.

11. The Contractor shall pay hire in cash to the Divisional Forest Officer at the following rate and at the rate of Rs.....per payable within days after the same become due. For the purpose of this sub-clause the hire shall be

deemed to have become due at the end of the week/month of the hire.

12. The Contractor, his servants or agent shall abstain from the following acts, that is to say -

(a) from utilizing the truck otherwise than in accordance with the conditions of this agreement and any written instructions given by the Divisional Forest Officer from time to time.

(b) from removing the truck or allowing it to be removed outside British India

(c) from selling or otherwise disposing of or causing or allowing any person employed by him to sell or otherwise dispose of any serviceable part or tyre or tube or electric battery or any equipment made available to him during the currency of the contract or using them for any purpose other than the efficient operation of the truck

(d) from employing the Government drivers and cleaners on Sunday and approved holidays except for the purpose of oiling and cleaning the truck or taking it to a servicing station fixed by the Divisional Forest Officer, provided that the total number of such holidays shall not exceed five in a month of 30 days

(e) from transferring or assigning the benefits under this agreement or

from sub-letting the said truck to any person whatsoever without the previous permission in writing of the Divisional Forest Officer

(f) from causing damage to the truck in any way or causing or allowing such damage to be done whilst the truck is in his charge or care in the event of any loss or replacement or avoidable damage caused to the truck or any part thereof by theft or otherwise through his negligences or the negligence of his employees or not paying such amount as may be considered necessary by the Divisional Forest Officer to cover the expenses and cost of materials found necessary to repair the damage or replace lost parts as the case may be

(g) from parking the truck at night in any place other than that indicated by the Divisional Forest Officer.

13. The Contractor shall defray all expenses required for running the truck and shall pay compensation that he may become liable to pay under the Workmens' Compensation Act,1935 (VIII of 1935) to workmen employed by him.

14. In the event of the benefits of this agreement being assigned or transferred or the said truck being sublet with the written permission of the Divisional Forest Officer the contractor shall be responsible for the acts and omissions of the sub-contractor and his servants or agents as if they were the

servants or agents of the contractor.

15. If in the opinion of the Divisional Forest Officer the contractor is not employing the truck usefully to satisfaction of the Divisional Forest Officer or if the truck is required by the Government of India it shall be lawful for the Divisional Forest Officer to withdraw the truck immediately from the contractor's possession and in that event the contractor shall not be entitled to any compensation or damages whatsoever.

16. If in the opinion of the Conservator of Forests, Southern Circle, the contractor or any of his servants or agents has or have committed a breach of any of the conditions hereinbefore contained, it shall be lawful for the Conservator of Forests by a notice in writing to be served on the contractor to determine this agreement without prejudice to any right of the Government in respect of anticedent breaches of contract and to retain out of the contractor's deposit or out of any other money of the contractor in the possession of any Forest Officer or recover from the contractor or from his sureties an amount equal to the amount of damages sustained by the Government by reason of the non-performance by the contractor of this agreement;

Provided always that nothing in this clause shall affect the liability of the contractor or of any of his servants or agents to criminal prosecution for any offence committed by him or them against any law or rules at the time in force.

17. The Government shall bear the cost of the pay of the driver and the cleaner, and of the overhaul, repairs, tyres, tubes and supervision.

IN WITNESS WHEREOF the Contractor has hereunto set his hand and the Divisional Forest Officer..... for and on behalf of the Governor of Bomba hath set his hand and the seal of his office hereto the day and the year first above written.

SCHEDULE I REFERRED TO ABOVE.

Make of vehicle & year of manufacture.	Registration No.	Chassis No.	Engine No.	No. & size of tyres fitted Rear	Front	Battery No.
1.	2	3	4	5	6	7

Dynamo No.	Self Starter No.	Make & other particulars of Producer Gas Plant fitted.	Description & No. of tools & spare parts given along with the truck.	Name of Driver & Driving License No.
8	9	10	11	12

SCHEDULE II REFERRED TO ABOVE.

Materials which the contractor has contracted to load, transport, unload and stack in the depot in the manner indicated by the Divisional Forest Officer.

Description of material.	Approximate quantity	To be transported From	To
1	2	3	4

Signed and delivered by the abovenamed Contractor

in the presence of -

1

2

Signed, sealed and delivered by Divisional

Forest Officer

in the presence of -

1

2

Submitted after issue

File in Agn Mise

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Legal Department.

Revised draft agreements are appended.

5/4

o/c Solicitor to Government.

U.R.to R.D.,No. 2653 ,dated the 5th April 1945.

Issued
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